mody, 102 Tenn. 439, 52 S. W. 291, 73 Am. St. Rep. 892; *Matter of Callister,* 153 N. Y. 294, 47 N. E. 268, 60 Am. St. Rep. 620. A statute, then, allowing the wife to retain the legal title to her real estate and relieving the husband of her antenuptial debts to the extent that they exceed the value of her personalty at the time of marriage, does not interfere with the extinguishment, on marriage, of her antenuptial debts due her husband. *Farley* v. *Farley, supra.* The usual statute effecting a change of the law in this connection contains a clause insuring to a married woman the property she owned at the time of the marriage, as her separate estate. As to debts owed by the husband to the wife prior to marriage, clearly this provision would forbid their extinguishment. *Spencer* v. *Stockwell,* 76 Vt. 176, 56 Atl. 661; *Carlton* v. *Carlton,* 72 Me. 115, 39 Am. Rep. 307. But where the marriage took place before the passage of such a statute, the statute would not then revive the already extinguished obligation. *Smiley* v. *Smiley,* 18 Ohio St. 543. A more difficult question, however, is presented where the debt is due from the wife to the husband, as in the principal case. Here the tendency of the courts has been to hold the debt nevertheless extinguished. For while the usual statute may be regarded as saving to the wife the husband's antenuptial debts due her, no such correlative right has been granted the husband. *Butler* v. *Butler,* L. R. 14 Q. B. Div. 831; *Schilling* v. *Darmody, supra; Gosnell* v. *Jones,* 152 Ind. 638, 53 N. E. 381; *Long* v. *Kinney, supra.* But is has been held, even where the parties are already married, that if the wife is indebted to the husband and gives a mortgage as security for the indebtedness to a third person, the mortgage is not extinguished on its transfer to the husband. For the statute has practically destroyed, as far as property rights are concerned, the common law fiction of unity. *Butler* v. *Ives,* 139 Mass. 202, 29 N. E. 654. Such is the general effect of the married women's acts. See PECK, DOMESTIC RELATIONS, § 68; SPENCER, DOMESTIC RELATIONS, § 235, *et seq.* And, since it is upon ground of unity that the extinguishment of all antenuptial obligations is based, the true doctrine is, as enunciated by the principal case, that the rule should be no longer enforced in any event, for the principle which sustained it is abolished.

INSURANCE—ACCIDENT POLICY—INTENTIONAL INJURY.—A policy of accident insurance stipulated it should not cover, "intentional injuries inflicted on the insured by himself, or any other person." The insured died from a fracture of the skull caused by a fall, on a pavement, the result of a blow struck by the fist of another, the blow, but not the fatal result, being intentionally inflicted. *Held,* the insurance company is liable on the policy. *Union Accident Co.* v. *Willis* (Okla.), 145 Pac. 812.

Where the policy excepts intentional injuries inflicted by the assured himself, or any other person, it is not necessary that the insured should have participated in the intent of such third person to render the exception operative. The injury may be wholly accidental as to the assured in that it was unexpected. *Orr* v. *Travellers' Ins. Co.,* 120 Ala. 647, 24 South. 997; *DeGraw* v. *National Acc. Soc.,* 51 Hun 142, 4 N. Y.

Supp. 912. Consequently the exception of intentional injuries inflicted by another person exempts the insurer from liability when the insured is murdered, irrespective of the mode of the murder. *Travellers' Ins. Co.* v. *McConkey,* 127 U. S. 661, 32 L. Ed. 308. It is held, however, that this provision does not exempt the insurer from liability where the insured is killed by an insane person, incapable of forming a rational intent. *Marceau* v. *Travellers' Ins. Co.,* 101 Cal. 338, 35 Pac. 856. A few cases in line with the principal case, hold that the liability of the insurer under this provision in the policy is to be determined by the intent entertained by the assailant at the time he commits the act and not the actual results accomplished thereby. *Richards* v. *Travellers' Ins. Co.,* 89 Cal. 170, 26 Pac. 762, 23 Am. St. Rep. 455. Thus it has been held that the exception is not operative where the insured was shot by a sheriff attempting to make an arrest, it appearing that the officer did not know the insured at the time and while intending to kill someone, did not specifically intend to kill the insured. *Utter* v. *Insurance Co.,* 65 Mich. 545, 32 N. W. 812, 8 Am. St. Rep. 913. But such does not seem to be the accepted rule. It is true that death at the hands of another may be purely accidental as where the death of the insured resulted from a gun-shot wound inflicted by a robber, it not appearing that the robber intentionally discharged the weapon. *Railway Officials and Employees Acc. Assn.* v. *Drummond,* 56 Neb. 235, 76 N. W. 562. The generally accepted rule on authority, it seems, and certainly on principle, is that where the act is intentional, is directed against the assured, and some injury to him is intended, the exception applies and the insurer will be released from liability on the policy, even if the injury sustained is not that precisely intended by the perpetrator, either in its nature, or in the results which accrue from it. *Matson* v. *Travellers' Ins. Co.,* 93 Me. 469, 45 Atl. 518, 74 Am. St. Rep. 368. Thus where insured made an assault, and the assaulted person, in order to protect himself, struck and injured the insured, the injury was intentionally inflicted, though he may not have intended to have inflicted the particular injury which resulted. *Fidelity & Casualty Co. of N. Y.* v. *Smith,* 31 Tex. Civ. App. 111, 71 S. W. 391.

In the principle case the act was intentional, it was directed against the insured and direct injury to the insured was intended, and the fact that the injury sustained by the assured was not the precise one intended by the person making the assault would seem too much of a refinement.

PROCESS—SERVICE BY TELEPHONE.—A statute provided that summons was to be served, by the sheriff or other officer, reading the same to the party or parties named as defendant. *Held,* valid service cannot be made by the officer reading the summons to the defendant over the telephone, though the officer recognized the defendant's voice and was certain that he was talking to the proper person. *S. Lowman & Co.* v. *Ballard* (N. C.), 84 S. E. 21.

It is well settled that where a statute provides for service of process by certain persons, or by designated methods, the requirements of